



Hillmann Pediatric Therapy, P.C.

Administrative
13919 W. Illinois Hwy
New Lenox, IL 60451
815-730-1800
Fax: 815-730-1835

Clinic
860 Center Ct, Unit C
Shorewood, IL 60404
815-773-9000
Fax: 815-773-9001

Clinic
1715 DeKalb Ave, Ste 125
Sycamore, IL 60178
815-991-5760
Fax: 815-991-5766

Professional Service Agreement

Between

Hillmann Pediatric Therapy

And

Joliet Township High School District 204

- 1) This Professional Services Agreement ("Agreement") is made by and between Hillmann Pediatric Therapy, ("Hillmann"), and Joliet Township High School District 204, ("Client"). It is anticipated that Hillmann will involve their own employees, agents or contractors in performing this Agreement.
- 2) **Independent Contractor Relationship.** This Agreement establishes an independent contractor relationship between Hillmann and the Client (hereinafter referred to collectively as "the Parties") and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Hillmann agrees to furnish professional services as provided in this Agreement as an independent contractor using Hillmann's own means and methods. There is no intention to create by this Agreement an employer-employee or agency relationship between Hillmann's personnel and the Client. This Agreement does not authorize Hillmann to perform any services that would cause Hillmann or its employees to be considered employees or nonemployee agents of the Client for tax, employment, liability, or other purposes. Hillmann acknowledges and agrees that Hillmann and its personnel will not be eligible for and will not receive any of the benefits provided by the Client to the Client's employees. Hillmann is not, and shall not hold itself out to be, vested with any power or right to bind the Client contractually or to act on behalf of the Client as its contacting broker, agent, or otherwise.
- 3) **Criminal Background Check.** Any individual representing Hillmann, working on school premises or with Client's students shall submit to a criminal history records check with the Illinois State Police and Federal Bureau of Investigation. The cost of background checks shall be paid by Hillmann.
- 4) **Term.** The term of this Agreement shall take effect August 1, 2025 and shall continue through July 31, 2026 or until the Agreement is terminated in accordance with its terms. An Agreement for the 2026-2027 school year will be received by the Client prior to March 15, 2026 which must be returned to Hillmann prior to May 1, 2026 to assure continuation of service.
- 5) **Services.** The objective of this Agreement is for Hillmann to provide sufficient Occupational Therapy and Physical Therapy services for the Client's students, so that the Client may fulfill its responsibility to provide a free, appropriate public education to its students, as required by IDEIA, 20 U.S.C. 1400 et seq. The obligations of Hillmann identified in this Agreement are collectively referred to as "Services". Those Services include:

The provision of Occupational Therapists and Assistants and Physical Therapists and Assistants who are properly licensed to provide occupational and physical therapy in Illinois' public schools and are otherwise determined to be qualified to provide occupational or physical therapy in public schools and

are familiar with the responsibilities of supportive services as that term is used in IDEIA and under Illinois law regarding the provision of special education.

- a) Prepare for and participate in IEP meetings;
 - b) Provision of direct and consultative OT services and PT services, as stated in students' IEP's;
 - c) Student evaluations to determine possible eligibility for OT and PT, as requested through the Client's referral process.
 - d) Providing ongoing consultation and collaboration with school staff and parents;
 - e) Availability to assist in the Client's RTI process as requested;
 - f) Recommending training to Client and providing teacher/staff training as requested;
 - g) Daily documentation and data collection related to the provision of OT and PT, including completion of Medicaid logs;
 - h) Attendance at student team meetings as requested;
 - i) Facilitation of student equipment needs.
- 6) Hillmann will provide the following supports to Hillmann personnel assigned to the Client with no separate charge to the Client. These supports were taken into consideration and incorporated into the hourly rate set for Service.
- a) Management of the referral process for OT and PT, in consultation with the Client;
 - b) Monitoring of the delivery of appropriate therapy as stated in students' IEP's;
 - c) Monitoring and management of caseloads of Hillmann personnel, in consultation with the Client;
 - d) Verification of the Client's administration regarding the needs of the Client's students that are addressed by OT and PT;
 - e) Providing ongoing support, training, mentorship and management of Hillmann personnel in the performance of the Services.
 - f) Support to Hillmann personnel assigned to the Client in communication and clerical tasks desirable and necessary to the performance of the Services identified in this Agreement.
- 7) The Client will provide appropriate treatment and work space for the use of Hillmann personnel on school district premises.
- 8) **Staffing levels.** Hillmann will provide adequate Occupational and Physical Therapy service hours to meet aforesaid IEP and support obligations.
- 9) **Fees.** The cost billed to the Client is \$81.00 per hour of OT/PT services. Mileage incurred by Hillmann personnel in the performance of the work identified to this Agreement, will be the responsibility of Hillmann.
- 10) **Billing.** Billing will be handled on a monthly basis, with each bill received by the Client's Business Office on or before the 20th of each month for Services rendered the previous month. Payment is required within 45 days of receipt.

Bills will be itemized, reporting each named therapist, the days actually worked by the therapist, and the hours worked. The appropriate documentation to support the bill will be determined by the Client in collaboration with Hillmann.

Hillmann will not bill insurance companies or any other parties for any Services. Client shall pay Hillmann Pediatric Therapy directly by check and shall send such payments to:

Hillmann Pediatric Therapy
13919 W. Illinois Hwy
New Lenox, IL 60451

- 11) **Termination.** This Agreement may be terminated by either party by providing 90 days written notice of termination.

Hillmann will provide an invoice for any outstanding billing and final payment within (14) days from the effective date of termination. Client shall pay the final invoice within (45) days of receipt of the same.

- 12) **Indemnification.** The Client hereby agrees to defend, indemnify and hold harmless Hillmann, its agents and employees, and each and every one of them, from and against all suits, costs, claims, expenses, liability and judgments of every kind and description actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, and employees of the Client, and from and against all damages and expenses to which Hillmann may be subjected by reason of the actions of the Client's officers, agents and employees.

Hillmann hereby agrees to defend, indemnify and hold harmless the Client, its agents and employees, its officers, agents, and Board members and each and every one of them, from and against all suits, costs, claims, expenses, liability and judgments of every kind and description actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents and employees of Hillmann, and from and against all damages and expenses to which the Client may be subjected by reason of the actions or inaction of Hillmann, its employees, or agents pursuant to the performance of this Agreement.

- 13) **Non-Compete Agreement.** For a period of (18) months following the expiration or termination of the Agreement for any reason, at the option of either party, the Client will not hire any employees of Hillmann Pediatric Therapy and will not directly or indirectly solicit, induce, recruit, or encourage any Hillmann Pediatric Therapy employees to leave its employment, either on behalf of the Client or for any other person or entity.


- 14) **E-Learning.** If the client utilizes E-Learning to provide a continuum of learning for students, Hillmann Pediatric Therapy will be available for consultations, completing reports, completing notes, talking with teachers, creating individual programs for students and talking with parents. These days will be considered billable to the district. Each Therapist will be available to the district during their normal schedule in each school they are assigned to.

- 15) **Complete Agreement.** This Agreement represents the entire Agreement of the Parties hereto and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement.

Date: _____

Date: 3/17/2025

Administrator
Joliet Township High School


Brenda Hillmann
President